# Case 20-14833-pmm Doc 81 Filed 04/08/22 Entered 04/09/22 00:27:29 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-14833-pmm

Ray E. Weaver Chapter 13

Mary E. Weaver Debtors

CERTIFICATE OF NOTICE

District/off: 0313-4 User: admin Page 1 of 2
Date Rcvd: Apr 06, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 08, 2022:

Recipi ID Recipient Name and Address

db/jdb + Ray E. Weaver, Mary E. Weaver, 342 Bartlett Street, Reading, PA 19611-2033

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

#### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 08, 2022 Signature: /s/Gustava Winters

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 6, 2022 at the address(es) listed below:

Name Email Address

BRENNA HOPE MENDELSOHN

on behalf of Joint Debtor Mary E. Weaver tobykmendelsohn@comcast.net

BRENNA HOPE MENDELSOHN

on behalf of Debtor Ray E. Weaver to bykmendelsohn@comcast.net

JOSHUA I. GOLDMAN

on behalf of Creditor Mill City Mortgage Loan Trust 2019-GS1 Josh.Goldman@padgettlawgroup.com

angelica.reyes@padgettlawgroup.com

ECFMail@ReadingCh13.com

REBECCA ANN SOLARZ

on behalf of Creditor Mill City Mortgage Loan Trust 2019-GS1 bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

SCOTT F. WATERMAN (Chapter 13)

3)

United States Trustee

District/off: 0313-4 User: admin Page 2 of 2
Date Rcvd: Apr 06, 2022 Form ID: pdf900 Total Noticed: 1

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM EDWARD CRAIG

 $on \ behalf \ of \ Creditor \ Credit \ Acceptance \ Corporation \ ecfmail@mortoncraig.com \ mortoncraigecf@gmail.com$ 

TOTAL: 7

# IN THE UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF PENNSYLVANIA (READING)

)
) CASE NO.: 20-14833-pmm
) CHAPTER 13 ) JUDGE PATRICIA M. MAYER
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## STIPULATION AND ORDER

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

- 1. Movant is Mill City Mortgage Loan Trust 2019-GS1.
- Debtors, Ray E. Weaver and Mary E. Weaver, are the owners of the premises located at 342 Bartlett Street, Reading, PA 19611 (hereinafter the "Property").
- On February 17, 2022, Movant filed a Motion for Relief in this case and Debtors filed a Response on March 4, 2022.
- 4. Debtors had failed to make the monthly payments in the amount of \$801.08 for the months of December 1, 2021 through February 1, 2022 with \$97.20 in suspense. Currently, Debtors are delinquent for January through March 2022 payments of \$801.08 with \$136.12 in suspense, totaling \$2,267.12.

5. The post-petition arrearage on the mortgage held by the Movant on the Property is \$3,505.12, which breaks down as follows:

Post-Petition Payments: January 2022 through March 2022 totaling \$2,403.24 Fees & Costs Relating to Motion: \$1,238.00 (\$1,050.00 fees and \$188.00 costs)

Suspense Balance: \$136.12

Total Post-Petition Arrears with fees and costs: \$3,505.12

- 6. Debtors and Movant shall resolve this Motion in the following manner:
  - a. Debtor filed a Motion to Modify Plan on March 23, 2022 to include the remaining post-petition arrears with a total arrears to be paid through the Plan of \$21,197.01. (The actual total of pre-petition and post-petition arrears is \$20,447.81).
  - b. Beginning with the payment due April 2022 payment and continuing thereafter,
    Debtors shall pay to Movant the present regular monthly mortgage payment of
    \$826.57 (or as adjusted pursuant to the terms of the mortgage) on or before the first
    (1st) day of each month (with late charges being assessed after the 15th of the month).
  - c. Movant shall file an Amended or Supplemental Proof of Claim to include the postpetition arrears of \$3,505.12 along with the pre-petition arrears.
  - d. The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 7. In the event the payments above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

- 8. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 10. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 11. The provisions of this stipulation are without prejudice to any of our rights and remedies available to the Trustee.
- 12. The parties agree that an electronic signature shall be considered an original signature.

Date: 3/30/22 By: /s/ Joshua I. Goldman

Joshua I. Goldman, Esquire

Attorney for Movant

Date: 3/30/22 /s/ Brenna H. Mendelsohn (w/ permission) By:

Brenna H. Mendelsohn, Esquire

Attorney for Debtor

Date: 4/4/22 By: /s/ Rolando Ramos for (w/ permission)

Scott F. Waterman, Esquire

Chapter 13 Trustee

#### ORDER

Approved by the Court this 6th day of April , 2022. However, the court retains discretion regarding entry of any further order. Patricia M. Mayer

> Bankruptcy Judge Patricia M. Mayer